IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.2765 OF 2006
IN
SUIT NO.2357 OF 2006

Pushpa Rasiklal Shah ..Plaintiff

Vs.

Neeta J.Sanghavi ..Defendant

Ketan Parekh i/b K.R.Parekh and Co.for Plaintiff

CORAM: S.A.BOBDE,J.
DATE : FEBRUARY 06, 2007

P.C.

1. In this suit, the plaintiff seeks a declaration that she is the exclusive owner of the shares mentioned in Exhibit-A under demat account No.5613961118. The defendant is the plaintiff's daughter. According to the plaintiff, after the demise of her husband, the shares were transferred in her name. However, she added her daughter's name for the sake of convenience. The plaintiff learnt that the defendant transferred the demat account to City Bank Account from the H.D.F.C. Bank and claiming exclusive rights over the suit shares.

2. On 22.8.2006, this Court passed an ad-interim

relief in terms of prayer clause (a). Apparently, the defendant refused to accept the service and the defendant did not appear before this Court. The learned counsel for the plaintiff states that he has attempted to serve the ad-interim relief on the defendant but the defendant has evaded the service. The learned counsel further states that he has served the defendant through courier and under certificate of posting, however, none appears for the defendant. The learned counsel for the plaintiff undertakes to file affidavit of service within a period of two weeks from today. That undertaking is accepted. Having regard to the circumstances of this case, I consider it appropriate in the interest of justice to direct that there shall be an ad-interim injunction in terms of prayer clause (a) pending the decision of the suit.

[S.A.BOBDE, J.]